AGREEMENT

BETWEEN

THE EXECUTIVE DEPARTMENT

OF THE

STATE OF OREGON

AND

THE OREGON STATE EMPLOYES ASSOCIATION

THE EXECUTIVE DEPARTMENT
AND
OREGON STATE EMPLOYES ASSOCIATION

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ARTICLE 1
PARTIES TO THE AGREEMENT

This Collective Bargaining Agreement is entered into on the 1st day of July 1979, between the State of Oregon (hereinafter called the "Employer"), acting through its Executive Department (hereinafter called the "Department"), on behalf of state agencies, institutions, and other subordinate units (hereinafter called the "Agency") and the Oregon State Employes Association (hereinafter called the "Association"), for the purpose of establishing matters of employment relations covered by this Agreement.

ARTICLE 2
SCOPE OF AGREEMENT

Section 1. This Agreement binds the Association and any person designated by it to act on behalf of the Association. Likewise, this Agreement binds the Employer and any other person designated by it to act on its behalf.

The terms of this Agreement shall apply to all classified employes in certified or recognized bargaining units represented by the Association, both existing and as determined in the future. Independent of this Agreement, the Department and the Agency shall bargain separately with the Association for members of bargaining units who are not classified employes for rights, benefits and conditions of employment as provided in ORS 243.650 (7).

Section 2. This Agreement shall not apply to unclassified employes of the Oregon State System of Higher Education appointed pursuant to ORS 240.207 and 240.205 (9).

Section 3. This Agreement supersedes all prior agreements negotiated at the Executive Department level between the Association and the Department.

Section 4. In the event of a conflict between the provisions of this Agreement and the provisions of an agency agreement, the provisions of this Agreement shall prevail.

Agency agreements shall not expand upon the standards contained herein without the specific authorization of this Agreement.

ARTICLE 3
TERM OF AGREEMENT

Section 1. Except as otherwise indicated herein, this Agreement takes effect on July 1, 1979, and expires on June 30, 1981.

Section 2. For the purpose of renewing, renegotiating or amending at the expiration of the existing agreement, negotiations shall begin on January 2, 1981 or as agreed by the parties.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 4. This Agreement shall not be opened during the term of this Agreement except as permitted by law, or by specific reference in this Agreement.

ARTICLE 4
EFFECT OF LAW AND RULES

Section 1. This Agreement and Agency agreements are subject to all applicable existing and future laws of the State of Oregon including rules or regulations promulgated under the provisions of the Administrative Procedures Act of the State of Oregon.

Section 2. In the event that any provision of this Agreement or Agency agreements is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. That provision declared invalid shall be subject to renegotiation by the parties.

Section 3. No new Personnel Division Rule or change in any existing Personnel Division Rule that addresses subjects that are mandatory issues for bargaining shall be applicable to employes covered by this Agreement unless the change has been agreed upon by the parties. The Association shall be notified in advance of all proposed rule changes regardless of bargainability, and it shall be given an opportunity to comment prior to processing the proposed change.

ARTICLE 5
POLICIES OF EXECUTIVE DEPARTMENT

Section 1. All written policies promulgated by the Department relating to employment relations matters currently being applied to OSEA bargaining unit members shall be continued for the life of this Agreement.

Section 2. The Department shall not issue any directives or written statements that have any effect on the standards of employment relations matters established by this Collective Bargaining Agreement unless such directives or statements have been agreed upon with the Association. Nothing in this Section is intended to inhibit the Department from issuing directives and/or statements which interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Association.

ARTICLE 6
LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted to the Legislative Assembly promptly upon the signing of this Agreement.

Section 2. Upon signing of this Agreement both parties shall jointly recommend to the Legislative Assembly the passage of the funding and statutory changes necessary to implement this Agreement.

ARTICLE 7
EQUAL OPPORTUNITY

The Employer and the Association agree to continue their policies of nondiscrimination against any employe or applicant for employment because of race, color, religion, sex, national origin, age or mental or physical disability.

ARTICLE 8
MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, or any other agreement entered into by a state agency or institution, the Department and the Agencies retain all rights of management in the direction of their work force. Rights of management shall include, but not be limited to, the right to:

1. Direct employes.
2. Hire, promote, transfer, assign and retain employes.
3. Suspend, discharge or take other proper disciplinary action against employes.
4. Re-assign employes.
5. Relieve employes from duty because of lack of work or other reasons.
6. Schedule work.
7. Determine methods, means, and personnel by which operations are to be conducted.

ARTICLE 9
NO STRIKE OR LOCKOUT

This Article applies to this Agreement and all Agency agreements.

The Employer agrees that during the term of this Agreement the Employer shall not cause or permit any lockout of employes from their work. In the event an employe is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employes, such inability to provide work shall not be deemed a lockout.

During the term of this Agreement, the Association shall neither cause nor counsel the members of bargaining units for which it has been certified, or for which recognition has been extended by the Agency, to strike, walk-out, slowdown or commit other acts of work stoppage.

Upon notification confirmed in writing by the Department or Agency to the Association that certain bargaining unit(s) employes covered by this Agreement are engaging in strike activity in violation of this Article, the Association shall, upon receipt of a mailing list, advise such striking employes in writing, with a copy to the Department and Agency, to return to work immediately. Such notification by the Association shall not constitute an admission that it has caused or counseled such strike activity. The notification to employes covered by this Agreement by the Association shall be made at the request of the Department or Agency. This Article shall not prohibit a strike by employes in a single appropriate collective bargaining unit to enforce Agency demands on or after the expiration date of that Agency agreement.

ARTICLE 10
DUES DEDUCTION

Section 1. Agency payroll clerks shall submit an OSEA Dues Adjustment Summary with their Agency payroll input each month to their payroll center. After reconciliation of the deduction register with the OSEA Dues Adjustment Summary, the payroll center shall forward, except for Section 3, the OSEA Dues Adjustment Summary and the dues check to the Association by the 5th workday of the following month, except that the Higher Education and Highway Payroll Centers shall transmit the dues check for the regular payroll and a corresponding listing of deductions by the 5th workday of the following month, but the reconciled OSEA Dues Adjustment Summary with the balancing check for the irregular payment shall be forwarded by the 20th of the month. After reconciling the dues deduction register (as defined in Section 3) and the OSEA Dues Adjustment Summary, the Association shall notify the Agency payroll clerk responsible and the payroll center of any required corrections on the next period's payroll register and the OSEA Dues Adjustment Summary.

Section 2. All new applications for membership shall be submitted first to the Association. Payroll clerks shall forward all membership authorization cards to the Association immediately upon receipt. All cancellations shall be made to the Agency. Any application made to the wrong party shall be immediately transmitted to the other party.

Section 3. On August 1, 1979, a reconciliation of printouts showing Association membership shall be made by the Association. This reconciliation of master lists shall take place every January and every July thereafter. Payroll centers shall provide their dues deduction registers at these dates.

Section 4. Fair share deductions where appropriate shall be made in the first full month of employe service, but shall not be made from employes who work less than 32 hours in that month. An employe shall have fair share deducted from his/her check for each month or part month they work thereafter.

Section 5. The written request for dues deduction is terminated when an employe is placed on lay-off status.

Section 6. The Agency shall continue to deduct dues from employes as long as the employe remains on the same designated payroll, except when the employe requests cancellation of the dues deduction in writing.

Section 7. The Association shall indemnify and save the Employer harmless against claims, demands, suits or other forms of liability which may arise out of action taken by the Employer for the purpose of complying with the provisions of the Article.

ARTICLE 11
NEW EMPLOYE ORIENTATION

Reasonable time shall be granted for a representative of the Association to make a presentation at the orientation of new employes or as otherwise specified in the Agency agreement, on behalf of the Association for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If the Association representative is an employe of the Agency, the employe shall be given time off with pay for the time required to make the presentation.

ARTICLE 12
JOB REPRESENTATIVES

Agencies shall recognize a reasonable number of Job Representatives. The number of Job Representatives, the activities authorized during work time, and the amount of work time allowed for Job Representative activities shall be determined in Agency negotiations.

ARTICLE 13
DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall be used when appropriate. All appeals relative to the administration of this Article shall be resolved by the Employment Relations Board.

Section 2. A written pre-dismissal notice shall be given to a regular status employe against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employe may be dismissed. The employe shall be afforded an opportunity to refute such

charges or present mitigating circumstances to the Agency at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employe shall be permitted to have an official representative present. At the discretion of the Agency, the employe may be suspended with or without pay or be allowed to continue to work, as specified within the pre-dismissal notice.

Section 3. Every employe has the right to appeal a disciplinary action to the Employment Relations Board within ten (10) days of the effective date of the action and may be represented by the Association.

ARTICLE 14
PERSONNEL RECORDS

Section 1. An employe may, upon request, inspect the contents of his/her official agency personnel files except for confidential reports from previous employers. No grievance material shall be kept in the personnel files after the grievance has been resolved except the resolution.

Section 2. No information reflecting critically upon an employe shall be placed in the employe's personnel files that does not bear the signature of the employe. The employe shall be required to sign such material to be placed in his/her personnel files provided the following disclaimer is attached:

> "Employe's signature confirms only that the supervisor has discussed and given a copy of the material to the employe, and does not indicate agreement or disagreement."

If an employe is not available within a reasonable period of time to sign the material, the Employer may place the material in the files provided a statement has been signed by two management representatives that a copy of the document was mailed to the employe at his/her address of record.

Section 3. If the employe believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 4. An employe may include in his/her personnel file, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which related creditably on the employe. This material shall be retained for a maximum of three (3) years.

Section 5. Material reflecting caution, consultation, warning, admonishment and reprimand shall be retained for a maximum of three (3) years.

ARTICLE 15
SAFETY AND HEALTH

Section 1. The Employer agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. Proper safety devices and clothing shall be provided by the Agency for all employes engaged in work where such devices are necessary to meet the requirements of the Workers' Compensation Department. Such equipment, where provided, must be used. Uniforms, specific protective clothing and safety devices may be negotiated in Agency agreements.

Section 3.

(a) If an employe claims that an assigned job or vehicle is unsafe or might unduly endanger his/her health and for that reason refuses to do the job or use the vehicle, the employe shall immediately give specific reason(s) in writing to the supervisor. The supervisor shall request an immediate determination by the Agency Safety Representative, or if none is available, a safety representative of SAIF as to whether the job or vehicle is safe or unsafe. At the discretion of the Association, an Association staff member or, if authorized by the Agency agreement, Job Representative may accompany the agency or SAIF representative conducting the safety inspection.

(b) Pending determination provided for in this section, the employe shall be given suitable work elsewhere. If no suitable work is available, the employe shall be sent home.

(c) Time lost by the employe as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid by the Agency unless the employe's claim is upheld.

ARTICLE 16
MEDICAL EXAMINATIONS AND IMMUNIZATION

Section 1. Employes who request time off from work for the purpose of taking a physical examination shall be granted time off for this purpose. Leave time granted for this purpose shall be charged to accrued sick leave.

Section 2. If in the conduct of official duties an employe is exposed to serious communicable diseases which would require immunization or testing, or if required by the Agency, the employe shall be provided immunization against or testing for such communicable disease without cost to the employe and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, employes shall be granted accrued sick leave with pay for the time off from work required for the immunization or testing.

ARTICLE 17
JOB PROTECTION FOR ON-THE-JOB INJURIES

Section 1. An employe who has sustained a compensable injury shall be reinstated to his/her former employment or employment of the employe's choice within the Agency, which the Agency has determined is available and suitable, upon demand for such reinstatement, provided that the employe is not disabled from performing the duties of such employment.

Section 2. Certification by a duly licensed physician that the physician approves the employe's return to his/her regular employment shall be prima facie evidence that the employe should be able to perform such duties.

ARTICLE 18
LISTS

Section 1. The following lists are used in state service:

(1) Agency Layoff Lists. Names of regular full-time employes separated from the service in good standing by layoff or demoted in lieu of layoff shall be placed on lists established for full-time employes of the Agency from which separation is made. The names of regular part-time employes separated from the service in good standing by layoff or demoted in lieu of layoff shall be placed on lists established for part-time employes of the Agency from which separation is made. The names of regular seasonal employes separated from the service in good standing by layoff prior to the end of the season or demoted in lieu of such layoff shall be placed on lists established for seasonal employes of the Agency from which separaton is made. The order of certification shall be determined by service credit computation procedures under Article 31. The appropriate Agency layoff list shall take precedence over all other lists.

(2) Statewide Promotion List. The statewide promotion list shall be established by class of employment and shall consist of the names of all employes who have passed the appropriate promotion test for the class.

(3) Agency Promotion Lists. Agency promotion lists shall be established by class and agency and consist of the names of all employes of the Agency who have passed the appropriate promotion test.

(4) Reemployment Lists. Names of regular employes who have separated from the service in good standing shall be placed upon reemployment lists upon receipt of written request from the former employes. The standing of former employes on such lists shall be determined by service credit procedures under Article 31.

(5) Open-Competitive Employment Lists. Open-competitive employment lists shall be established by class of position and shall consist of lists of the names of all persons who have passed entrance tests.

The order of use of lists, except for agency layoff lists, shall be negotiable at Agency negotiations.

Section 2. The term of eligibility of candidates placed on lists is:

(1) Agency Layoff Lists. Two years from the date of their separation from the classification in which they earned layoff rights.

(2) Reemployment Lists. Two years from the date of their separation from state service in a class in which they gained regular status.

(3) Statewide and Agency Promotion Lists. Two years from the date of placement on the list or date of adoption of the list, whichever is later.

(4) Open-Competitive Employment Lists. One year from the date of placement on the list or date of adoption of the list, whichever is later.

Section 3. Preference in selection may be given for persons willing to reside within specific quarters or grounds or otherwise limited geographical area when, in the opinion of the Agency and the administrator, it appears to be in the best interests of the service. However, such preference will normally not be authorized in the case of Agency promotion and layoff lists unless the Agency has an established policy regarding residence requirements for the positions to be filled.

ARTICLE 19
RETAKING TESTS

Applicants may retake a test if more than 6 months have elapsed since the test was previously taken and if recruitment is open to application. A shorter waiting period shall be authorized if a new test has been implemented since the test was previously taken or may be authorized if a different form of a test is currently available. Procedures adopted for retesting must be administered uniformly to all applicants. In all cases, the most recent score obtained on a retake shall be used to determine the candidate's rank on the eligible list or failure to attain a place on the list.

ARTICLE 20
TRANSFER DURING TRIAL SERVICE PERIOD

Section 1. An employe who is transferred to another position in the same class or different class at the same or lower level in the same agency prior to the completion of his/her trial service period, shall complete his/her trial service period in the latter position by adding thereto service in the former position.

Section 2. An employe who is transferred to another position in the same class or different class at the same or lower level, in another agency prior to the completion of his/her trial service period shall serve a six-month trial service period in the latter position without regard to service in the former position.

Section 3. Nothing in this Article shall limit an employe's eligibility for a salary increase.

ARTICLE 21
RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR UNCLASSIFIED SERVICE

A regular employe who is appointed to a position in the unclassified or exempt service or a regular employe whose position is placed in the unclassified or exempt service by statute shall, after separation from the unclassified or exempt position, have the right to return to a position in the same agency and in the same class as the position last held in the classified service provided that a request is made within 30 days from the date of separation. Should there be no vacant position available, a layoff shall occur. Should the employe who is seeking to return to the classified service have the least service credit among those in the class, that employe shall be laid off and his/her name shall be placed in order of service credit on both the agency layoff list and the reemployment list for the class in which the layoff occurred.

ARTICLE 22
EMPLOYE STATISTICS

Section 1. Upon request, the Department shall make the latest copy of the following computer reports available:

(a) Number of Employes by Appointment, Type, Status and Pay Type. Data displays for classified and unclassified services with subtotals for each. Within each of these categories, data sequenced by base rates within class within agency.

(b) Number of Employes by Sex, Race and Age Groupings. Data displayed for classified and unclassified services. Within each of these categories, data sequenced by base rate within class within agency.

(c) Number of Separations by Class within Agency. Data categorized by separation totals, resignation reasons and layoff reasons. Within these categories, data sequenced by class within agency. Only those classes experiencing separations are displayed. In addition to number of separations, the data includes number of employes in the class and state employment turnover percent with explanation of the method and computation.

Section 2. Monthly new hire list by agency and location to be furnished by the Agency.

Section 3. Upon development, the Department shall make the latest copy of the report of statistical and expenditure data relative to employment and benefits available to the Association upon request. The Association shall be billed for the costs incurred in copying these statistical reports.

ARTICLE 23
UNIT CLARIFICATION

Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

ARTICLE 24
PARKING

The Department agrees to advise the Association of any proposed change in parking rates at a state-owned or operated facility as soon as the Department has knowledge of an impending change.

ARTICLE 25
REVIEW OF CLASSIFICATION SERIES

Section 1. The Personnel Division shall notify the Association of intended classification studies at least 60 calendar days prior to submitting the proposal under Section 2 of this Article.

Section 2. Whenever a change in class specifications or a new classification is proposed, it is agreed that the Personnel Division shall submit the proposal to the Association to provide opportunity for its review and comments. Within 30 days of its receipt of the proposal, the Association shall meet with the Division and may present arguments and recommendations where there are objections raised on behalf of the represented employes. Any extension of time specified shall be mutually agreed to in writing.

Section 3. The parties shall negotiate the salary range for new proposed classifications and for revisions in existing classifications which would substantially revise the existing classification specifications. Negotiations shall commence no later than 60 days after the initial receipt by the Association of the proposed class specifications. The amount of time may be extended by mutual written agreement.

Section 4. Implementation of a salary adjustment or rate change agreed upon in the salary negotiations shall be effective no later than 30 days from the date of the Agreement unless otherwise specified in the negotiated Agreement.

Section 5. Any agreement reached during the term of this Agreement on a salary range or a new rate for classification shall be submitted to the legislative review agency for approval as prescribed in ORS 291.371.

Section 6. The Association may recommend classification studies to be conducted by the Personnel Division indicating the reasons for the need for such studies.

ARTICLE 26
RECLASSIFICATION PROCEDURE

Section 1. A completed Personnel Division Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Personnel Division.

Section 2. The Personnel Division shall conduct a classification audit and review the merits of the request. The Association shall have an opportunity before the 30 day decision date to meet with the Personnel Division to present arguments and recommendations where there are objections to the proposed reclassification. Within 30 days after receipt of reclassification request, the Personnel Division shall notify the Association of its decision. The parties may extend the time limit by mutual written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

Section 3. Rate of pay upon upward reclassification shall be the first step of the new salary range or if the old salary range rate of pay was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase.

Section 4. Appeal of a denial of a reclass request to Employment Relations Board shall be according to the board's rules.

Section 5. If a reclass request does not receive legislative approval, the employe shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclass request was received by the Personnel Division to the date the duties were removed.

Section 6. Effective date of reclassification payment shall be the first of the month following the month in which the reclass request was received by the Personnel Division.

Section 7. The Personnel Division shall furnish position description forms at the request of the Association.

ARTICLE 27
DOWNWARD RECLASSIFICATION

Section 1. The Agency shall, 60 days in advance of downward reclassification of any position, notify the employe in writing of the action and the specific reasons for doing so.

Section 2. When an employe is reclassified downward, the employe's rate of pay shall be that of the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employe's salary shall be adjusted to that step and the salary review and eligibility date shall be established one year from that date, provided the employe is not at the maximum of the salary range to which the employe was reclassified.

ARTICLE 28
WORK OUT OF CLASSIFICATION

Section 1. When an employe is assigned for a limited period to perform the duties of a position at a higher level classification for more than 15 consecutive calendar days, that employe shall be paid at what would be the next higher salary step.

When assignments are made to work out of classification for more than 15 consecutive calendar days, the employe shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

Section 2. An employe performing duties out of class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employe's file.

Section 3. An employe who is underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill, and the requirements necessary for the employe to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employe shall be reclassified.

ARTICLE 29
EMPLOYE REPRESENTATION

Section 1. Employes covered by this Agreement are at all times entitled to act through an Association representative in taking any action or following any procedure under this Agreement.

Section 2. Once a bargaining unit member files a grievance, the employe shall not be required to discuss the subject matter of the grievance without the presence of the Association representative if the employe elects to be represented by the Association.

ARTICLE 30
GRIEVANCE ARBITRATION

Section 1. All complaints alleging any form of discrimination shall be submitted directly to the Agency. A meeting with the employe, if requested by the employe or the Association, will be held within 15 calendar days of the receipt of the request. Prior to the conclusion of the meeting, a reasonable effort will be made to resolve the employe's complaint. If, however, a satisfactory solution cannot be reached, the Agency or the designated representative will communicate in writing, within 7 calendar days, the position of the Agency to the complainant and the Association. If no hearing is conducted, the Agency shall advise the employe and the Association in writing within 15 calendar days of receiving the complaint of the Agency's position. If the complaint is not satisfactorily resolved at this step, it shall be submitted to the Bureau of Labor for resolution.

Section 2. Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms or conditions of this Agreement or the Agency agreement, unjust or inequitable acts, or personnel actions alleged to be arbitrary or contrary to law or rule, or taken for political reason. Grievances shall be initiated within 30 calendar days of the time the grievant knows or by reasonable diligence should have known, of such act or omission, and shall be processed pursuant to the Agency Agreement.

If the grievance is not resolved at the Agency, the employe or the Association may file the grievance with the Department for determination within 15 calendar days after receiving the response from the Agency. The Department shall respond within 15 calendar days.

If the grievance is not satisfactorily resolved by the Department and the grievance is a personnel action that is alleged to be arbitrary or contrary to law or rule or taken for political reason, the grievance may be submitted to the Employment Relations Board under its rules. Grievances which are alleged violations of this Agreement or the Agency agreement that are not alleged to be arbitrary or contrary to law or rule or taken for political reason may be submitted within 15 calendar days to arbitration.

If the grievance is to be submitted to arbitration, a prearbitration meeting may be held by mutual agreement among the Association, the Department and the Agency to attempt to formulate a submission agreement to be forwarded to the arbitrator.

Section 3. Provision to be added.

Section 4. As specified in the Agency grievance procedure, grievances shall be reduced to writing and submitted on the form identified as Official Statement of Grievance Form. The Association shall not expand upon the original elements and substance of the written grievance. Further, all grievances submitted to the Employment Relations Board or arbitration shall be consistent with the statement of grievance identified on the Official Statement of Grievance Form.

Section 5. Time limits specified in this procedure must be observed, unless either party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the grievance record.

ARTICLE 31
LAYOFF

Section 1. A layoff is defined as a separation from the service for involuntary reasons, other than resignation, not reflecting discredit on an employe. An employe shall be given written notice of layoff at least fifteen (15) days before the effective date stating the reasons for the layoff.

Section 2. The layoff procedure shall occur in the following manner:

(a) The Agency shall determine the specific positions to be vacated and employes in those positions shall be notified of layoff.

(b) Temporary and provisional employes working in the classification in which a layoff shall occur must be terminated prior to the layoff of trial service or regular employes.

(c) Trial service employes must be laid off or demoted in lieu of layoff prior to the layoff or demotion in lieu of layoff of regular employes. The order in which trial service employes are laid off shall be based on service credit scores. Trial service employes who are laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

(d) Regular employes shall be laid off in the following order:

(1) Part-time
(2) Full-time

However, individuals filling a job-sharing position which totals a full-time equivalent shall be considered as one full-time equivalent. Service credits shall be determined by averaging the two individuals' scores, and the two individuals shall be treated as one. Employes who are filling a job-sharing position and who elect not to be treated as one full-time equivalent shall be considered part-time employes.

(e) The Agency shall notify all affected employes and the Association of the service credits of all employes in all affected positions.

(f) A regular employe notified of a pending layoff shall select one of the following four options, and communicate such choice in writing to the Agency within five (5) calendar days from the date the employe is notified in writing.

(1) The employe may displace the employe in the Agency with the lowest service credits in the same classification in the Agency where the layoff occurs.

(2) The employe may displace the employe in the Agency with the lowest service credits in the same classification in the same geographical area in the Agency where the layoff occurs.

(3) The employe may demote to any classification within the Agency and may select option (1) or (2) above for that classification for which he/she is qualified in the Agency; however, a part-time employe shall not displace a full-time employe. Employes electing to demote in lieu of layoff when they do not have the lowest service credit score, waive all rights to return to their former classification via the layoff list and shall be treated as voluntary demotions. If an employe who demotes selects option 1 rather than option 2, the employe shall not be eligible for moving expenses.

(4) The employe may request to go on the Agency layoff list which shall be in service credit order.

(g) Before exercising any of the options under Section 2 (f), the employe must meet the minimum qualifications for the classification, and with the exception of option (4), any special qualifications for the position as shown on the position description.

(h) Any regular employe displaced by another employe exercising his/her options under Section 2 (f) may also exercise any option available under Section 2 (f).

(i) The geographical area in this Section and Section 5 shall be determined in Agency negotiations.

Section 3. Computation of service credit shall be made as follows:

(a) Credit 1/6 point for each month of unbroken service (except as a temporary appointee) in state service.

(b) Credit 1/12 point for each month of unbroken service (except as a temporary appointee) in the current class or other class with the same or higher salary range in state service.

(c) A break in service is a separation or interruption of employment without pay of more than 15 consecutive days except for layoff. All part-time service shall be credited on a prorated basis. A regular employe, other than one laid off, who separates from the state service and subsequently returns to state employment, shall not regain previously accrued service credit.

(d) Add the average of the last two required performance appraisals to the point value for the length of state service and the length of service in the current class or other class with the same or higher salary range. If the employe has worked only one required performance appraisal period, that performance appraisal shall constitute the average. If the employe has worked through more than two required performance appraisal periods, but has received only one peformance appraisal, the average shall be the average of the existing performance appraisal and the 3 appraisal category (10 points). If the employe has no performance appraisal, the average shall be the 3 appraisal category (10) points.

	APPRAISAL CATEGORY	Points
(1)	Makes superior contributions in critical areas.	20
(2)	Exceeds performance requirements in major areas.	15
(3)	Performs requirements of the position in a satisfactory manner.	10
(4)	Fails to meet performance requirements in major areas.	0
(5)	Fails to meet performance requirements in critical areas.	0

If it is found that two or more employes in the agency in which the layoff is to be made have equal service credit, the order of layoff shall be in inverse order of the greatest length of continuous state service. If this does not break the tie, then the greatest length of continuous service in the agency shall be used. If ties between employes still exist, the order of layoff shall be determined by the Agency, with prior approval of the administrator, in such manner as to conserve for the state the services of the most qualified employes.

Section 4. Regular employes laid off or demoted in lieu of layoff shall be placed in order of service credit on the agency layoff list and the reemployment list for the class in which the layoff took place.

Section 5. Regular seasonal employes laid off prior to the end of the season shall be placed in order of service credit on the agency layoff list for seasonal reappointment and shall be limited so as to encompass only those seasonal employes in a class who are employed at a specific geographical location and agency where the reduction occurs. The eligibility for such seasonal employes shall be cancelled at the end of each season. At the completion of a season, all seasonal employes shall be terminated without regard to service credit computation. Regular seasonal employes terminated at the end of the season shall be placed on the reemployment list in order of service credit and shall be recalled by geographical area the following season in order of service credit to the extent that work is available to be performed.

Section 6. Any employe demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

ARTICLE 32
HOLIDAYS

Section 1. The following holidays shall be recognized and paid for at the regular straight time rate of pay:

(a) New Year's Day on January 1.
(b) Lincoln's Birthday on the first Monday in February.
(c) Washington's Birthday on the third Monday in February.
(d) Memorial Day on the last Monday in May.
(e) Independence Day on July 4.
(f) Labor Day on the first Monday in September.
(g) Veterans' Day on November 11.
(h) Thanksgiving Day on the fourth Thursday in November.
(i) Christmas Day on December 25.
(j) Every day appointed by the President of the United States or by the Governor as a holiday.

Section 2. In addition to the holidays specified in this Article, the employes shall receive 8 hours of paid leave. This paid leave shall be accrued by all employes employed as of December 24 of each year and shall be granted on a basis which shall preclude the closure of state facilities.

Employes may request the option of using the 8 hours of paid leave on the workday before or after Christmas, the workday before or after New Year's Day, or, when these days are not available to an employe, on another day of the employe's choice.

Section 3. Employes required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular monthly salary, to compensatory time off, or to be paid in cash as provided in agency agreements. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The rate at which an employe shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) his/her straight time rate of pay.

Section 4. When a holiday specified in Section 1 of this Article falls on Saturday, the preceding Friday shall be recognized as the holiday. When a holiday, specified in Section 1 of this Article falls on Sunday, the following Monday shall be recognized as the holiday.

Section 5. An employe's leave account shall not be charged for a holiday which occurs during the use of earned vacation or earned sick leave.

ARTICLE 33
PAID LEAVE

After the completion of trial service, regular, permanent, full-time employes shall be entitled to 8 hours of personal leave with pay each fiscal year. Part-time and seasonal employes shall be granted such leave after the completion of 1040 hours each fiscal year. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Agency and the employe.

ARTICLE 34
VACATION LEAVE

Section 1. After having served in the state service for six full calendar months, full-time employes shall be credited with six days of vacation leave and thereafter vacation leave shall be accumulated as follows:

After six months through 5th year	12 work days for each 12 full calendar months of service (8 hours per month)
After 5th year through 10th year	15 work days for each 12 full calendar months of service (10 hours per month)
After 10th year through 15th year	18 work days for each 12 full calendar months of service (12 hours per month)
After 15th year through 20th year	21 work days for each 12 full calendar months of service (14 hours per month)
After 20th year	24 work days for each 12 full calendar months of service (16 hours per month)

Section 2. Compensation for use of accrued vacation shall be at the employe's prevailing straight time rate of pay.

Section 3. In the event of termination, any unused vacation shall be paid to the employe.

Section 4. In the event of an employe's death, all monies due him for accumulated vacation and salary shall be paid as provided by law.

Section 5. An employe who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employe is using earned sick leave.

Section 6. Service with a jury shall be considered time worked.

Section 7. If an employe has a break in service and that break does not exceed two years, he/she shall be given credit for the time worked prior to the break in service.

Section 8. Time spent in actual state service or on Peace Corps, military, educational or job-incurred disability leave without pay shall be considered as time in the state service in determining length of service for vacation accrual rate.

Section 9. Vacation hours may accumulate to a maximum of 250 hours.

Section 10. Employes who work at least 32 hours per month shall accrue vacation leave on a prorated basis.

Section 11. Upon transfer of an employe with six full months of state service to a different state agency, the employe may elect to have a maximum of 80 hours of accrued vacation credits transferred to the gaining agency, except the gaining agency may agree to accept a greater amount of accrued vacation credits. The employe shall be paid in cash for that portion of accrued vacation credits not transferred.

Upon transfer of an employe with less than six full months of service to a different agency, all vacation credits accrued shall be transferred to the gaining agency.

Section 12. No employe may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employe except:

(1) that employes shall have their vacation time paid in full when they are laid off, terminated, or take a military or educational leave without pay in excess of thirty (30) days;

(2) that in any other leave of absence without pay to exceed fifteen (15) days, the employes shall be required to use their accumulated vacation after fifteen (15) days;

(3) as provided for set-off of damages or misappropriation of state property or equipment on termination;

(4) to avoid losing vacation the employe must request vacation leave, or when such leave is impossible a cash payment of not more than 40 hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of 250 hours within 30 days prior to the date the vacation leave would reach 250 hours.

ARTICLE 35
SICK LEAVE

Section 1. Sick Leave with Pay. Except for temporary employes, sick leave with pay for state employes shall be determined in the following manner: 1) Eligibility for sick leave with pay: Employes shall be eligible for sick leave with pay immediately upon accrual. 2) Determination of service for sick leave with pay: Actual time worked and all leave with pay, except for educational leave, shall be included in determining the prorata accrual of sick leave credits each month, provided that the employe works 32 hours or more in that month. 3) Accrual rate of sick leave with pay credits: Employes who work less than a full month but at least 32 hours shall accrue sick leave with pay on a prorated basis. Temporary employes shall not earn nor be eligible to use any previously earned sick leave except that a temporary employe appointed to a permanent position, in the same agency, without break in service of more than 15 calendar days shall accrue sick leave credits from the initial date of appointment to the temporary position.

Section 2. Utilization of Sick Leave with Pay. Employes who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employe's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employe's immediate family (employe's parent, wife, husband, children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employe's presence is required because of illness or death in the immediate family of the employe or the employe's spouse. The Agency has the duty to require that the employe make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employe's care. Certification of an attending physician or practitioner may be required by the Agency to support the employe's claim for sick leave if the employe is absent in excess of 7 days, or if the Agency has evidence that the employe is abusing sick leave privileges. The Agency may also require such certificate from an employe to determine whether the employe should be allowed to return to work where the Agency has reason to believe that the employe's return to work would be a health hazard to either the employe or to others.

Section 3. Sick Leave Without Pay. After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employe for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employe is physically and/or mentally

able to perform the duties of the position. After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness to any employe upon request for a period up to one year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one year must be approved by the Agency and the administrator. The Agency or the administrator may require that the employe submit a certificate from the attending physician or practitioner in verification of disability resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employe. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employe from the performance of duties, such sick leave may be canceled and the employe's service terminated.

Section 4. Restoration of Sick Leave Credit. Employes who have been separated from the state service and return to a position (except as temporary employe) within 2 years shall have unused sick leave credits accrued during previous employment restored.

Section 5. An employe shall have all of his/her accrued sick leave credits transferred when the employe is transferred to a different state agency.

ARTICLE 36
MATERNITY LEAVE

Section 1. An employe may request and shall be granted a maternity leave for a reasonable length of time. The Agency may require a certificate from the attending physician to determine if the employe should be allowed to work.

Section 2. Sick leave with pay may be used only during the period(s) of physical disability. During maternity leave, the employe shall be entitled to use vacation, compensatory time, or leave without pay in any combination for the period of maternity leave.

ARTICLE 37
LEAVE OF ABSENCE WITHOUT PAY

Section 1. In instances where the work of an Agency shall not be seriously handicapped by the temporary absence of an employe, the employe may be granted a leave of absence without pay or educational leave without pay as provided in the Agency agreement.

Section 2. Time spent on leave without pay in excess of 15 consecutive days shall not be considered as service in determining the employe's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability.

ARTICLE 38
PRE-RETIREMENT COUNSELING LEAVE

Within 10 years of the employe's compulsory retirement date, each employe shall be granted up to 3-1/2 days leave with pay to pursue bonafide pre-retirement counseling programs. Employes shall request the use of leave provided in this Article at least 5 days prior to the intended date of use.

Authorization for the use of pre-retirement counseling leave shall not be withheld unless the Agency determines that the use of such leave shall handicap the efficiency of the employe's work unit.

When the dates requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer the employe a choice from 3 other sets of dates. The leave herein discussed may be used to investigate and assemble the employe's retirement program, including PERS, Social Security, Insurance and other retirement income.

ARTICLE 39
ELECTION DAYS

On recognized Federal and State Election Days, the work will be arranged to allow the employes the opportunity to vote.

ARTICLE 40
INCLEMENT CONDITIONS

When, in the judgment of the Agency, weather conditions require the closing or curtailing of state offices and institutions after the employe reports to work, the employe shall be paid for the remainder of his/her work shift.

Through procedures specified in the Agency agreement, the Agency may direct employes not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions. In such cases the employe shall be authorized the optional use of accrued vacation, compensatory time or leave without pay during the period in which the employe's work is curtailed due to the inclement weather or hazardous conditions. Additional methods of recovering time lost due to inclement conditions may be negotiated in the Agency agreement.

ARTICLE 41
ASSOCIATION BUSINESS

Official delegates and members of the Board of Directors shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay at their request to attend the Association's annual General Council.

The Association shall notify the Agency of the names of official delegates, members and alternates of that Agency who shall attend General Council, at least 30 days in advance of the date of General Council.

ARTICLE 42
CENTRAL AGREEMENT NEGOTIATIONS

Six employes to represent the Association at Central Negotiations shall be granted leave with pay for actual negotiating time at the table, including caucuses, and for each representative, up to twenty-four (24) hours of pre-negotiating meetings.

On negotiation days, said employes shall be authorized the use of accrued leave or leave without pay for time other than actual negotiation time.

ARTICLE 43
MERIT PAY STUDY COMMITTEE

The Employer and the Association shall each appoint 4 members to an 8 person committee which shall study the system of salary administration, specifically, the merit increase program, and develop a proposal to create a true merit system pay plan. The committee shall submit their report to the Governor and the Association by December 31, 1980.

ARTICLE 44
PAY

Section 1. Pay for employes in the bargaining units shall be in accordance with the Compensation Plan adopted by the Personnel Division and approved by the Governor.

Section 2. All employes shall be paid no later than the first day of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employes on that day. When payday falls on a Saturday, Sunday or Holiday, employe paychecks shall be made available after 1:00 p.m. on the last working day of the month. When an employe is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employe has completed the "Request for Release of Payroll Check" Form AD20. However, the employe may not cash or deposit the check prior to the normal release day. Any violation of this provision shall be cause for disciplinary action. However, this shall not apply to appropriate 10th of the month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

ARTICLE 45
SALARY ADMINISTRATION

Section 1. Position Descriptions and Work Plans. Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employe's position. A dated copy of the position description shall be given to the employe upon assuming the position and at such time the position description is amended. The individual position description shall be

subject to at least an annual review with the employe and any changes shall be developed by the employe and his/her supervisor. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

When an employe makes a written request to his/her supervisor for a work plan, or a supervisor initiates a work plan, the supervisor and employe shall mutually develop such a work plan within a reasonable period of time. Each work plan shall delineate job requirements, expectations or objectives requested by either the employe or the supervisor.

Whenever there is a substantial increase in work load or a directive is issued by the Agency that could cause the employe to substantially deviate from the previously agreed on work plan, the employe may initiate and the supervisor and the employe shall mutually develop an adjustment of the work plan to set priorities which allow the employe to carry out the changes necessary.

If, after reasonable discussion with the supervisor, an employe refuses to agree to the work plan, the portions of the work plan that the supervisor and the employe have agreed on shall become the mutually developed work plan. The supervisor then shall discuss the problem areas with the employe, reduce the discussion to writing with a copy to the employe and notify the employe the full work plan is in force, and allow the employe time for corrective action.

Section 2. Performance Appraisal. The employe shall be rated by his/her immediate supervisor. The performance appraisal shall be reviewed by the next higher level supervisor. The rater shall discuss the performance appraisal with the employe. The employe shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employe shall sign the performance appraisal and that signature shall only indicate that the employe has read the performance appraisal. A copy shall be provided the employe at this time.

If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employe, the performance appraisal shall be returned to the rater for discussion with the employe before these changes are made. The employe shall have the opportunity to comment on these changes. The employe shall sign the new performance appraisal and that signature shall only indicate that the employe has read the performance appraisal. A copy shall be provided the employe at this time.

All written comments provided by the employe shall be attached to the performance appraisal. The submission of any comments shall not abridge the right of the employe to grieve the performance appraisal.

Every employe shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employe's eligibility date even if the employe is at the maximum rate for his/her class.

In the event the employe is transferred from one supervisory work unit to another supervisory work unit, or in the event the employe's present supervisor is transferred, the losing supervisor shall, if possible, provide the gaining supervisor with an evaluation of the employe's work for the period

the employe was under the losing supervisor. This evaluation shall be considered in preparing the annual performance appraisal.

Section 3. Merit Increase. Salary administration shall be based upon a performance evaluation system.

Employes shall be granted an annual performance pay increase on their eligibility date if the employe is not at the top of the salary range of their classification, and provided the employe's performance is rated in categories 1, 2 or 3 as reflected in their performance appraisal. Employes rated in categories 4 and 5 shall not receive an increase.

Performance Appraisals shall be rated in the following manner:

(1) Makes superior contribution in critical areas.
(2) Exceeds performance requirements in major areas.
(3) Performs requirements of the position in a satisfactory manner.
(4) Fails to meet performance requirements in major areas.
(5) Fails to meet performance requirements in critical areas.

Required Performance Appraisals shall use the following criteria:

(1) Classification specifications developed and promulgated by the Department.
(2) An individual position description, reduced to writing.
(3) A written work plan for employes who have one and for employes rated in category 4 or 5. The work plan for employes in category 4 or 5 shall be developed at least 90 calendar days prior to the completion of the performance appraisal period.
(4) Written memorandum, when necessary.
(5) Disciplinary action.

The above criteria shall be the primary factors upon which an employe's performance is judged and upon which annual performance pay decisions are determined.

Employes shall be eligible for salary increases at the first of the month following the intervals of:

(a) Annual periods after the initial date of hire until the employe has reached the top step in his/her salary range. However, should an employe be promoted during the first year of service with the Employer, the employe shall not receive this increase, but shall be eligible for increases in part (b).

(b) The first six months after promotion and annual periods thereafter until the employe has reached the top step in his/her salary range.

Section 4. Seasonal Employes. A seasonal employe who works a scheduled work period within a complete annual season shall be eligible for a salary increase upon returning to the same agency in the same class the next annual season regardless of the length of the period of time that has elapsed since the previous six-month or annual increase was granted.

Section 5. Submission of Salary Increases. Recommendations for salary increases must be made to be effective on the first day of the month and must be submitted prior to the proposed effective date. However, retroactive six-month and annual salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements shall be authorized. The proposed effective date for retroactive six-month and annual salary increases must be the first day of the month no more than 12 months prior to the time of submitting the correcting recommendation.

Section 6. Denial of Merit Increase. The Agency shall give notification in writing of withholding of merit increases to all employes at least 15 days prior to the employe's eligibility date. When the merit increase is to be withheld, the reasons therefore shall be given in writing. If an annual increase is not granted on the eligiblity date, the employe's eligibility date is retained no longer than 11 months beyond the eligibility date. If the increase is subsequently granted within 11 months, it shall be effective on the first of the following month and shall not be retroactive. Classified employes at the educational institutions whose full work year is generally an academic year shall have actual time worked and leave without pay considered in determining eligibility for annual increases. When an employe is increased to the maximum rate for that class, that employe no longer has an eligibility date for a salary increase.

Section 7. Salary on Demotion. Whenever an employe demotes to a job classification in a lower range that has a salary rate the same as the previous salary step, the employe's salary shall be maintained at that step in the lower range.

Whenever an employe demotes to a job classification in a salary range which does not have corresponding salary steps with the employe's previous salary but is within the new salary range, the employe's salary shall be maintained at the current rate until the next eligibility date. At the employe's next eligibility date, if qualified, the employe shall be granted a salary rate increase of one full step within the new salary range plus that amount that their current salary rate is below the next higher rate in the salary range. This increase shall not exceed the highest rate in the new salary range.

Whenever employes demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employe shall be paid at the highest step in the new salary range.

This section shall not apply to demotions resulting from official disciplinary actions.

Section 8. Salary on Promotion. An employe shall be given an increase to the next higher rate in the new salary range effective on the date of promotion.

Section 9. Salary on Lateral Transfer. An employe's salary shall remain the same when transferring from one position to another which has the same salary range.

Section 10. Effect of Break in Service. When an employe separates from state service and subsequently returns to the state service, except as a temporary

employe, the employe's salary eligibility date shall be determined by the Agency as follows:

(1) Return from Layoff List. The employe's previous salary eligbility date, adjusted by the amount of break in service, shall be restored.

(2) Return from Reemployment List. The employe's previous salary eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month up to 12 months from the date of reemployment.

Section 11. Rate of Pay on Appointment From Layoff List. When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employe was being paid at the time of layoff. The salary eligibility date of an individual who is appointed from a layoff list shall be determined in accordance with Section 10.

Section 12. Rate of Pay on Return to State Service by Reemployment. When a former employe is appointed from a reemployment list to a position in the same class in which he/she was previously employed or in a related class with the same salary range, he/she may be paid at or below the step at which he/she was being paid at the time of his/her termination. If a person is reemployed in a position in a class with a lower salary range than that of his/her previous position, he/she may be paid at any step in the lower salary range not exceeding the rate he/she was being paid in the higher class, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a former employe who is appointed from a reemployment list shall be determined in accordance with Section 10.

Section 13. Rate of Pay on Return to State Service by Reinstatement. When a former employe is reinstated, the employe shall be paid at the same step in the salary range that was being paid at the time of termination.

Trial Service Status. Former employes who were in their initial trial service period with the state shall have their previous salary eligibility date, adjusted by the amount of break in service, restored. Other former employes who were in trial service status as the result of a promotion at the time of separation may either have their previous salary eligibility date, adjusted by the amount of break in service, restored or may be given a longer salary eligibility date not to exceed 6 months from the date of reinstatement.

Regular Status. If the reinstated employe had regular status and a 12-month salary eligibility date at the time of separation from the class, the employe's previous salary eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month up to 12 months from the date of reinstatement.

ARTICLE 46
SALARY INCREASE

Section 1. Beginning with the August 1, 1979, payroll for work performed on and after July 1, 1979, the state shall cease withholding from employes' monthly salaries the contributions required by ORS 237.071; and shall "pick-up", assume and pay a 6% average employe contribution to the Public Employes Retirement Fund for the employe members then participating in the Public Employes Retirement System. Such state "pick-up" or payment of employe member monthly contributions to the system shall continue for the life of this Agreement and shall also be applicable to employes who first begin to participate in the system on and after July 1, 1979, to the termination of this Agreement.

The full amount of required employe contributions "picked-up" or paid by the State on behalf of employes pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employe member's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of employe contributions required to be contributed pursuant to ORS 237.071. Such state "picked-up" or paid employe contributions shall be credited to employe accounts pursuant to ORS 237.071(2) and shall be considered to be employe contributions for the purposes of ORS 237.001 to 237.320.

Section 2. Effective July 1, 1979, the base salary rates in salary range 15 and below in the compensation plan, which are $999.00 per month or less, shall be increased by 1 percent.

Section 3 Effective April 1, 1980, all salary rates shall be adjusted upward by .1% for each .1% increase in the U.S. Cities Consumer Price Index for all Urban Consumers - All Items between October 1, 1979, and December 31, 1979, to a maximum of 2%.

Section 4. Effective July 1, 1980, all salary rates shall be adjusted upward by .1% for each .1% increase in the U.S. Cities Consumer Price Index for all Urban Consumers - All Items between January 1, 1980, and March 31, 1980, to a maximum of 2%.

Section 5. Effective October 1, 1980, all salary rates shall be adjusted upward .1%, to a maximum of 2%, for each .1% increase in the U.S. Cities Consumer Price Index for All Urban Consumers - All Items between April 1, 1980, to June 30, 1980, to a maximum of 2%.

Section 6. Effective January 1, 1981, all salary rates shall be adjusted upward by .1% for each .1% increase in the U.S. Cities Consumer Price Index for All Urban Consumers - All Items between July 1, 1980, and September 30, 1980, to a maximum of 2%.

Section 7. Effective April 1, 1981, all salary rates shall be adjusted upward by .1% for each .1% increase in the U.S. Cities Consumer Price Index for All Urban Consumers - All Items less one-half percent (1/2%) between October 1, 1980, to December 31, 1980, to a maximum of 2%.

Section 8. The payments provided for in Sections 4, 5, 6, and 7 of this article shall not total less than 6%. The payments provided for in Section 3, 4, 5, 6 and 7 of this article shall not total more than 10%. Percentage increases in the U. S. Cities Consumer Price Index for All Urban Consumers - All Items in excess of 2% per quarter shall be carried forward for purposes of subsequent quarterly adjustment calculations, if necessary. All salary adjustments shall be rounded to the nearest whole dollar amount.

Section 9. Continuance of the quarterly salary adjustments shall be contingent upon the continued availability of the official monthly index for the U.S. Cities Consumer Price Index for All Urban Consumers - All Items in its present form and calculated on the same basis as the Index for April 1, 1980. If the Bureau of Labor Statistics changes the form or basis of calculating the Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Index in its present form and calculated on the same basis as the Index for April 1, 1980.

Section 10. Employes terminating, after the effective date of an adjustment specified in Sections 3, 4, 5, 6 and 7, but prior to the date of payment, shall not receive retroactive payment.

ARTICLE 47
SELECTIVE SALARY ADJUSTMENT

Section 1. Effective July 1, 1979, salary ranges for the following classifications shall be adjusted upward by one salary range:

C0092	Employment Security Tax Auditor 2
C0371	Programmer
C4011	Automotive Driver
C4208	Automotive Mechanic 2
C4211	Body and Fender Repair Worker
C4301	Stationary Boiler Operator
C4304	Stationary Engineer
C5041	Laundry Worker 1
C6123	Pharmacist
C6161	Nursing Instructor 1
C6162	Nursing Instructor 2
C6163	Nursing Instructor 3
C6164	Nursing Instructor 4
C7009	Welfare Assistance Worker 1
C7010	Welfare Assistance Worker 2
C7187	Rehabilitation Unit Manager 1

Section 2. Effective July 1, 1979, the salary ranges for the following classifications shall be adjusted to the indicated salary range:

C0312	Bookkeeping Machine Operator 2	to SR10
C1051	Weighmaster 1	to SR16
C1052	Weighmaster 2	to SR18
C4323	Power Plant Operator	to SR20c
C4823	Office Machine Mechanic 1	to SR15c
C5065	Security Officer	to SR11
C7047	Institution Employment Officer	to SR18

Section 3. Employes in classifications identified for selective salary adjustments in Sections 1 and 2 above shall have their individual salary rates adjusted to the next higher rate in the new range at the time of implementation of the selective salary adjustment with no change in employe salary increase eligibility dates.

Section 4. Effective July 1, 1979, the following salary ranges shall be established for revised and/or new classifications. Individual employe salary rates shall be adjusted at the time of implementation in accordance with the standard Implementation Policy of Compensation Plan Amendments:

C5032	Dietitian	SR18
C6503	Nutrition Consultant	SR21
C6520	Health Facilities Dietetic Surveyor	SR19

Section 5. Except as otherwise provided in this contract, all existing Compensation Plan footnotes shall be continued.

Section 6. Effective July 1, 1979, the following pay differential shall be added as a footnote to the Compensation Plan:

> 6601, 6602 - Medical Records Librarian 1 and 2
> Medical Records Librarians 1 who have attained the status of Accredited Records Technician by the American Records Association shall receive a salary differential of an additional 5.2 percent. Medical Records Librarians 2 who have attained the status of Accredited Records Technician by the American Records Association shall receive a salary differential of an additional 2.6 percent.

Section 7. Effective July 1, 1979, the following pay differential shall be added as a footnote to the Compensation Plan:

> When an employe is required to perform work more than 20 feet directly above the ground or water and use of safety ropes, scaffolds, boatswain chairs or other similar safety devices is required for support, the employe shall receive an additional $.35 per hour for each hour or portion thereof of such work.

Section 8. Effective July 1, 1979, the following pay differential shall be added as a footnote to the Compensation Plan:

> Employes in seasonal positions, who have been employed for at least one season prior to their current seasonal appointment and who are not participating members of the Public Employes Retirement System, shall receive a special differential increase of 6% of their base salary rates in lieu of the State "pick-up" of employe contributions to the retirement system. Such special differential increase for base salary rates shall be applicable to these employes for individuals and shall not increase pay rates in the Compensation Plan or be applicable to other seasonal, temporary, trial service or regular positions or employes. Such special differential increase shall terminate immediately prior to the first full pay period after the employe becomes a participating member of the retirement system and becomes eligible for State "pick-up of employe contribution to the system".

ARTICLE 48
INSURANCE

Section 1. Health Insurance

(a) The Employer shall contribute up to $63 per month toward the employe's and dependents' premium for the month of August, 1979, through the month of July, 1980.

(b) The Employer shall contribute up to $70 per month toward the employe's and dependents' premium for the month of August, 1980, through the month of July, 1981.

Section 2. Dental Insurance

(a) The Employer shall contribute up to $7.90 per month toward the employe's premium for the month of August, 1979, through the month of July, 1980.

(b) The Employer shall contribute up to $8.85 per month toward the employe's premium for the month of August, 1980, through the month of July, 1981.

ARTICLE 49
SHIFT DIFFERENTIAL

Shift differential shall apply to all employes except temporary appointments and part-time employes working less than 32 hours per month. In order to qualify for the shift differential, an employe must be in a job classification which is allocated to salary range 22 or below. An employe shall be paid a shift differential of $.23 per hour for each hour or major portion thereof worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday and Sunday.

ARTICLE 50
STANDBY DUTY

Section 1. Employes shall be paid 1 hours pay at the regular straight time rate for each 6 hours of assigned standby duty. Employes who are assigned standby duty for less than 6 hours shall be paid on a prorated basis.

Section 2. An employe shall be on standby duty when required to be available for work outside his/her normal working hours.

Section 3. When a work site or duty station is also an employe's private residence during off duty hours, time spent at home shall be considered standby duty only when the following conditions exist:

(a) The Agency requires that an employe be restricted to a work site or duty station for a specific period of time; and

(b) The employe is required and must be prepared to commence full-time work if the need arises.

Section 4. An employe shall not be on standby duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

Section 5. No employe is eligible for any premium pay compensation while on standby duty except as expressly stated in this Article.

Section 6. An employe whose classification is allocated Salary Range 23 or above shall be ineligible for standby duty premium pay.

Section 7. Standby duty time shall not be counted as time worked in the computation of overtime compensation.

ARTICLE 51
MILEAGE REIMBURSEMENT

No employe shall use his/her private vehicle in the pursuit of official business without the specific authorization of the Agency.

An employe shall be authorized to use his/her private vehicle at the rate of 17¢ per mile in the following instances:

(a) Medical reasons which require special equipment;

(b) The private vehicle would not be secure overnight;

(c) Other reasons, if any, which are contained in Agency agreements;

(d) The employe obtains authorization from his/her supervisor.

ARTICLE 52
TRAVEL EXPENSE REIMBURSEMENT (See Letter Agreement Page 42)

Section 1. Instate Travel Instate travel means all travel from a point of origin within Oregon to a point of destination within the State.

(a) Meal subsistence expenses incurred while on instate travel status shall be reimbursed only when an employe qualifies for lodging reimbursement or is on official travel status, which shall be defined in Agency negotiations, subject to the following maximum limitations:

Breakfast	$3.50
Lunch	$3.95
Dinner	$9.00

Employes assigned to attend a conference or training shall qualify for meal subsistence expense reimbursement only if the conference or training schedule includes a meal or meals as part of the agenda or if the employe is on travel status.

(b) Employes assigned to travel status shall be reimbursed for expenses incurred for lodging only when the traveler would not reasonably be expected to return to his/her residence between work shifts, subject to the following maximum limitations:

Lodging	$21.00

The employe's residence is the actual dwelling place of the employe, determined without regard to any other legal or mailing address.

Receipts for lodging must be attached to the Travel Expense Detail Sheet before reimbursement shall be made.

Section 2. Out-of State Travel Out-of-State travel means all travel from a point of origin in Oregon to a point of destination in another state, and return therefrom.

Employes shall be authorized actual lodging expenses supported by a receipt, and reimbursement for meals each 24-hour period or fractional part thereof as follows:

Breakfast	$3.75
Lunch	$4.25
Dinner	$10.00
Lodging	Minimum available for accommodations

Section 3. Reduced Rates of Travel Reimbursement Exceptions to Sections 1 and 2 for reduced rates shall be established through Agency negotiations. Negotiations shall begin within 15 days of a written request by an Agency to negotiate on reduced rates. These may include, but not be limited to, non-commercial travel, use of trailers, campers, or field camping equipment.

Section 4. Travel Expense Claims Travel expenses include subsistence expense charges for meals and lodging, and miscellaneous expense charges for business phone calls, telegrams, postage, registration fees, taxes on lodging accommodations and emergency equipment or supply purchases.

Travel expenses do not include personal expenses incurred by the employe such as tips, laundry, cost of hair care, alcoholic beverages, shoe shines and other personal expenses and shall not be authorized at any time.

Expense Accounts are to be submitted not more often than twice a month. If, however, the amount claimed is less than $10, submission may be deferred until this amount is exceeded, except that claims should be paid within the calendar quarter to which they apply and must be paid out of the funds appropriated for the applicable biennium.

When making a claim for travel expenses, the employe must show the inclusive dates of each trip for which reimbursement(s) are claimed and the time of departure and return. Time of departure and return, as used herein, means the time employe starts from or returns to his/her official station or when for economy or for personal reasons, if approved by the appointing authority, he/she leaves from and returns to his/her residence.

ARTICLE 53
MOVING EXPENSES

Section 1. Reimbursement of Househunting Costs. Employes shall be reimbursed for househunting costs incurred in finding a new residence when transferred at the request of, or for the benefit of, the Agency as determined in advance by the Agency. Such determination may be subject to review by grievance and appeal procedures. Reimbursement shall be made according to the following: for an employe, up to $37.45 per day; for an employe accompanied by dependent(s), up to $56.18 per day. Reimbursement for househunting costs, in addition to paid time, shall be allowed for up to 8 days when moves between old and new headquarters are 35 miles or more. Mileage reimbursement for up to 2 round trips for the employe shall be compensated for when actually traveled at the maximum mileage rates provided in Article 51 of this Agreement. Reimbursement for mileage shall be based on official mileage from official station to official station. Househunting travel at the destination shall also be reimbursed up to a maximum of 100 miles per round trip traveled, not to exceed 2 round trips.

Section 2. Reimbursement of expenses incurred in Rescinded Transfer. An employe who is given a written notice of transfer that is later rescinded shall be compensated by the Agency for all expenses incurred which are reimbursable under Section 3 of this Article. The employe shall furnish the agency with normally required receipts of expenses claimed.

Section 3. Relocation Allowance. Employes transferred to a new official station at the request, or for the benefit, of the Agency shall be reimbursed for the costs normally associated with relocation according to the following schedules:

(a) Notice, Temporary Living Expenses. Employes shall be given 45 days notice of a transfer. If the agency wishes to assign the employe to the new position during this 45 day period, the employe shall be paid in-state travel rates. In addition, 1/2 of the daily rate shall be allowed for dependents. These reimbursements shall continue until the employe has moved his/her household effects but shall not extend beyond the above 45 day period of notice.

Employes shall be allowed up to 8 days of Agency time as needed to effect the move, including househunting.

(b) Househunting Costs. As provided in reimbursement of househunting costs.

(c) Transportation and Storage of Household Goods and Personal Effects. The agency shall pay for the moving of all personal effects of the employe to a maximum of 14,000 pounds. In cases where household goods are estimated by the movers to exceed the maximum limitation, consideration shall be given to a request for additional payment.

Upon prior approval based on showing of an actual and reasonable need to have the employe's possessions stored before they can be delivered to the new location, the agency shall pay for such storage and incidental handling charges within the authorized weight for a period of up to 30

days. Any charges for storage in excess of 30 days must be paid by the employe.

If storage exceeds the 30 day limit, the agency shall nevertheless effect reimbursement within the authorized weight allowance for transportation charges assessed for delivery from the warehouse to destination residence.

The agency shall pay for packing, crating and unpacking not to exceed a total cost of $500 per move.

The agency shall pay for full value insurance, appliance blocking charge and extra handling charges on items such as pianos and organs.

(d) Transportation Reimbursement. In addition to the mileage reimbursement provided in Section 1 of this Article, the agency shall pay one-way private car mileage from old to new headquarters on a maximum of 2 four-wheel motor drive vehicles.

(e) Mobile Homes. The agency shall pay for the relocation of mobile homes including breakdown, setup and changing utilities. The agency shall also pay for "U-Haul" type trailer costs or freight charges for transportation of appliances, large household equipment or appurtenances.

ARTICLE 54
OVERTIME

Section 1. All time for which an employe is compensated at the regular straight time rate of pay, except standby time and penalty payment(s) (Article 55) but including holiday time off, compensatory time off, and other paid leave, shall be counted as time worked.

Section 2. A regular work schedule is a work schedule with the same starting and stopping time on 5 - 8 hour days. An irregular work schedule is a work schedule with the same starting and stopping times on 4 - 10 hour days. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed 40 hours in a work week and is agreed upon in advance by the employe and the supervisor, or is provided for in the Agency Agreement.

Section 3. The work week is the fixed and regularly recurring period of 168 hours during 7 consecutive 24 hour periods. The first day of the work week shall be set in the Agency Agreement. The work day is the 24 hour period commencing at the start of the employe's assigned shift and shall remain fixed at that period for the whole of the work week, except for flexible work schedules.

Section 4. Overtime for employes working a regular work schedule is time worked in excess of 8 hours per day or 40 hours per work week. Overtime for employes working an irregular work schedule is time in excess of 10 hours per day or 40 hours per work week. Overtime for employes working a flexible work

schedule is time in excess of the agreed upon hours each day or time in excess of 40 hours per work week. Time worked beyond regular schedules by employes scheduled for less than 8 hours per day or 40 hours per work week is additional straight time worked rather than overtime until the hours worked exceed 8 hours per day or 40 hours per work week. In a split shift, the time an employe works in a day after 12 hours from the time the employe initially reports for work is overtime.

Not withstanding the foregoing eligibility criteria, in cases where the application of reporting time changes or a "penalty" payment is appropriate, the rate of compensation shall be the straight time hourly rate of pay.

Section 5. All employes shall be compensated for overtime at the rates set out in Section 6. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half, or to effect a "pyramiding" of overtime and penalty payments.

Section 6. Eligibility For Overtime Compensation:

(a) Salary Range 18 and Below: Time and one-half their regular hourly rate except when employes are in a position which may be exempted under Section 7 of this Article. Employes exempted under Section 7 shall have time off at the rate of one hour for one hour of overtime worked.

(b) Salary Ranges 19 through 22. Time and one-half their regular hourly rate unless a determination at the date this Agreement is effective has been made that the position is executive, administrative or professional (as defined in Section 11 of this Article). Employes in positions which have been determined to be executive, administrative, or professional shall receive time off for authorized time worked in excess of 8 hours per day or 40 hours per week at the rate of 1 hour off for 1 hour of overtime worked. This time off shall be utilized within 1 year of being earned or shall be lost.

(c) Salary Ranges 23 and above. Time off on an hour for hour basis for individual employes who are required to work a scheduled overtime period to complete a specific project.

Section 7. Exemption from Overtime Employes in positions may be exempted from the provisions of Section 6 of this Article by the Agency for the following reasons:

(a) Pursuant to an agreement or understanding arrived at between the Agency and the employe before the performance of work, a work period of 14 consecutive days can be accepted in lieu of the work week of 7 consecutive days for the purposes of overtime computation. Such employes must receive overtime pay for work performed in excess of 8 hours per day in any work day and in excess of 80 hours in such 14 day periods.

(b) Positions in enforcement and protection, including security positions in Correctional Institutions, including time spent traveling on official state business.

Section 8. Distribution of overtime, the procedure for paying overtime, refusal of overtime opportunities, and notice of overtime are issues negotiable through the Agency.

Section 9. When a change of work schedule is requested by an employe and approved by the Agency, all forms of penalty pay and overtime compensation associated with the changed schedule shall be waived.

Section 10. A record for all overtime worked shall be maintained by the Agency.

Section 11. In the application or interpretation of this Article the following definitions shall be used:

EXECUTIVE. Primary duty is management of a recognized department or subdivision. Customarily and regularly directs the work of at least 2 or more employes. Has authority to hire and fire or recommend hiring or firing. Customarily and regularly exercises discretionary powers. Devotes no more than 20% of time to activities not directly and closely related to managerial duties.

ADMINISTRATIVE. Primary duty must be (a) responsible office or non-manual work directly related to the management policies; or (b) responsible work conducted in the administration of an educational establishment. Must customarily and regularly exercise discretion and independent judgment and have authority to make important decisions. Must (a) regularly assist an executive or administrative employe; or (b) perform work under only general supervision along specialized or technical lines requiring special training, experience, or knowledge; or (c) execute special assignments under only general supervision. Spends no more than 20% of time on work not directly and closely related to administrative duties.

PROFESSIONAL. Primary duty is, (a) work requiring knowledge of an advanced type in a field of science or learning, customarily obtained by a prolonged course of specialized instruction and study; or (b) work that is original and creative in character in a recognized field of artistic endeavor and is the result primarily of his/her invention, imagination or talent; or (c) work as a teacher certified or recognized as such in the educational institution where employed. Consistently exercises discretion and judgment. Work is predominantly intellectual and varied, rather than routine or mechanical. Spends no more than 20% of time on activities not a part of and necessarily incidental to his/her professional duties.

ARTICLE 55
PENALTY PAY

Section 1. Call Back Compensation

(a) Call-back is an occasion where an employe has been released from duty and is called back to work prior to his/her normal starting time. On such occasions, the employe's scheduled or recognized shift shall be made available for work, except that the agency shall not be obligated to work

the employe more than 12 consecutive hours and the employe may choose not to work more than 12 consecutive hours, excluding meal periods, of combined call-back time and regular shift time.

(b) An employe who is called back to work outside his/her scheduled work shift shall be paid a minimum of the equivalent of 2 hours pay at the overtime rate of pay computed from when the employe actually begins work. After 2 hours work, in each call-back situation, the employe shall be compensated at the appropriate rate of pay for time worked.

(c) This provision does not apply to overtime work which is essentially a continuation of the scheduled work shift.

Section 2. Reporting Compensation

(a) Reporting time is the time designated or recognized as the start of the daily work shift or schedule.

(b) An employe's reporting time may be changed 2 hours earlier or 2 hours later, or less, without penalty, if the employe is notified a minimum of 12 hours before the next regularly scheduled reporting time. If the employe's reporting time is changed without proper notice, the employe shall be entitled to a penalty payment of $14.00.

(c) An employe's reporting time may be changed more than 2 hours, earlier or later without penalty, if the employe is notified a minimum of 5 work days in advance. If the employe's reporting time is changed without the required notice, the employe shall be entitled to a penalty payment of $21.00. The penalty payment shall continue until the notice requirement is met or the employe is returned to his/her prior reporting time(s), whichever occurs first.

(d) Reporting time changes in Section 2 (c) without the required notice, for one day only shall be covered by Section 1, Call Back Compensation.

(e) This Section shall not apply to employes of the Department of Forestry who are engaged in firefighting activities.

Section 3. Show-up Compensation An employe who is scheduled for work, and reports for work, except for situations addressed in Article 40 - Inclement Conditions, and is released from work shall be paid the equivalent of 2 hours pay at the appropriate rate. When an employe actually begins his/her scheduled shift, the employe shall be paid for the remainder of the scheduled shift.

Part-time hourly paid employes, who actually begin their scheduled shift, shall be paid for the remainder of his/her scheduled shift.

Section 4. Modification of Work Schedule When a change of work schedule is requested by an employe and approved by the Agency, all forms of penalty pay and overtime compensation associated with the changed schedule shall be waived.

ARTICLE 56
SPECIAL PROVISIONS

The special provisions contained in this Article shall apply only to those classifications identified herein. In the event of a conflict between the provisions of this Article and the provisions of this Agreement, the provisions of this Article shall prevail.

Section 1. Salary The salary schedule for this Agreement shall be the December 1, 1978, State of Oregon Compensation Plan for classified Institution Teachers. Salaries shall be adjusted as provided in Article 46 (Salary Increase).

Section 2. Institution Teachers employed on a 12 month basis shall be eligible for a salary increase every 12 calendar months on their annual review date with authorized leave without pay or lay-off for the summer months included in determining each teachers' annual review date.

Institution Teachers employed on less than a 12 month basis shall be eligible for a salary increase at the beginning of the established school year. No Institution Teacher is eligible for a 6 month increase following the first 6 full months of state service.

Section 3. A newly hired Institution Teacher shall receive credit for the most recent 12 years of teaching experience. A year of prior experience shall be recognized as a regular school year in public schools. Credit for prior teaching experience shall be given on a year for year basis up to the maximum stated above at the beginning of the employe's trial service.

Section 4. Extra Duty Pay. Extra duties shall be those school-related activities authorized in writing by the Agency which extend beyond a normal school day. The purpose of these activities is to meet the immediate needs and interests of students. Institution Teachers assigned to one of the activities below shall be paid a percentage of the annual salary in the Bachelor degree column step "0" using the following percentages:

Recreation Director	10.00%	Track Coach	6.69%
Senior Class Advisor	5.78%	Assistant Coach	5.00%
Music	5.70%	Baseball Coach	6.69%
Drama	5.78%	Assistant Coach	5.00%
Scouts	5.00%	Football Coach	7.50%
Rally Squad	4.45%	Assistant Coach	5.28%
Co-editor(Newspaper)	4.45%	Wrestling Coach	6.69%
Drill Team	4.00%	Assistant Coach	5.00%
Year Book	4.00%	Softball Coach	6.69%
Junior Class Advisor	2.78%	Assistant Coach	5.00%
Basketball Coach	7.50%	Volleyball Coach	6.69%
Assistant Coach	5.28%	Assistant Coach	5.00%
		Athletic Director	6.69%

Section 5. For athletic team activities, the annual pay shall be pro rated on a monthly basis during the seasonal period. For all other activities, payment shall be made in monthly increments.

Section 6. Extra duties limited to 45 minutes per week shall be considered within the working school day.

Section 7. A teacher cannot be required to perform more than 1 extra duty.

Section 8. Coaches shall not be required to drive busses to their respective athletic events except for unforeseen emergencies.

Section 9. Pay Differential. All Institution Teachers shall receive a special educational differential of $120 per year prorated on a monthly basis for actual time worked.

Section 10. Institution Teachers at Fairview Hospital who teach a class where a majority of students are handicapped shall be paid $180 per year prorated on a monthly basis for actual time worked. Handicapped is defined here as individuals who are blind, deaf or mentally retarded.

Section 11. Preparation Time. All full-time classroom Teachers shall have 45 minutes each workday free for preparation. Preparation shall be defined as preparation for classes, getting films and other training aides, grading papers, going to the library, getting supplies, reviewing or developing lesson plans and other activities related to the above. Additional time may be negotiated in agency agreements.

Section 12. Duty Free Lunch Period All Institution Teachers shall be entitled to a duty free lunch period, unless otherwise agreed upon between the Teacher and Agency.

Section 13. Professional Development An Institution Teacher may request educational leave with or without pay for educational opportunities related to the employe's current classification or promotional opportunity, for which the Agency may pay tuition and fees. All requests shall be subject to approval by the Agency.

Section 14. A continuing in-service program for development and upgrading of institutional teacher staff shall be provided by the Agency. The number of in-service days may be negotiated in agency agreements.

Section 15. Contract Teaching. Before entering into any contract or sub-contract which shall result in instruction being provided by any jurisdiction other than the State of Oregon, the Employer shall meet and confer with the employes.

If the Employer contracts or sub-contracts for teachers, the Employer shall make a reasonable effort not to increase the responsibilities of the regular teachers as a result of the contract teaching positions.

ARTICLE 57
SPECIAL PROVISIONS

The special provisions contained in this Article shall apply only to those classifications identified herein. In the event of a conflict between the provisions of this Article and the provisions of this Agreement, the provisions of this Article shall prevail.

Section 1. Shift Differential. Shift differential shall apply to all classified Registered Nurses and Nursing Instructors except temporary appointments and part-time employes working less than thirty-two (32) hours per month. In order to qualify for the shift differential, an employe must be in a job classification which is allocated to salary range 22 or below. An employe shall be paid a shift differential of $.36 per hour, for City of Portland only, and $.30 per hour for all other areas for each hour or major portion thereof worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday and Sunday.

Section 2. Charge Differential. Charge differential shall be defined as a temporary hourly differential for an 8 hour shift for a Registered Nurse 1 who has been assigned charge duties by the employer.

It is agreed that charge nurses presently classified as a Registered Nurse 2 shall not be affected by this Article. However, as these positions become vacant, assignments to the vacancies shall be according to this Article.

Registered nurses who are assigned and are performing charge duties shall receive an additional $.33 per hour beginning July 1, 1979. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half.

Section 3. On-Call. An employe shall be on-call when required to be available for work outside his/her normal working hours and meet all of the following conditions:

> The employe is required to leave word with the agency where he can be contacted during a specified period of time. The employe is required and must be prepared to immediately commence full-time work if the need arises.

No employe is eligible for any premium pay compensation while on-call, except as stated in this Section. When the employe commences assigned duties, on-call pay terminates and the appropriate rate of pay for time worked is paid.

To be eligible for on-call premium pay employes must be eligible for overtime compensation. On-call time shall not be counted as time worked in the computation of overtime compensation.

Effective July 1, 1979, nurses meeting the above conditions shall be paid $10 per 8 hour shift or $12 per 8 hour shift on a holiday.

LETTER AGREEMENT

THIS AGREEMENT between the Executive Department of the State of Oregon and the Oregon State Employes Association is for the purpose of complying with the joint obligation of the parties to negotiate in agency negotiations as required by Article 52 of the Central Collective Bargaining Agreement executed July 18, 1979.

THIS AGREEMENT shall apply to all bargaining unit employes covered by the Central Agreement, but the OSEA shall not be precluded from requesting further negotiations on travel allowances or per diem for overtime retention situations of Highway employes only.

The terms and conditions of this Agreement are as follows:

1. Short-Term Commercial Per Diem - $37.45 per day with lodging receipts as provided in the Central Agreement.

2. Long-Term Commercial Per Diem - Applies to in-state travel only. The rate shall be $30.00 per day, no receipts necessary, from the first day out if directed to travel more than 10 workdays. If the employe actually travels less than 10 days, that employe shall be paid the short-term commercial rate for those days traveled.

3. Non-Commercial Per Diem - $25.00 per day from the first day. This rate applies to any travel situation where an employe does not stay in commerical lodging. No receipts are necessary.

4. Agency Provided Facility - $16.45 per day from the first day.

5. Circumstances Beyond Maximum Rate for Lodging - as determined by the Agency.

6. Except for provision 7, no meal reimbursements unless an employe qualifies for a lodging reimbursement under the Central Contract.

7. Expenses for Meals shall be reimbursed when: (a) the employe is traveling on a commercial bus, airline or train, exclusive of transportation within the city and its metropolitan area, (b) the employe is responsible for providing a meal(s) for an individual who is in the care, custody or control of the state.

8. This Agreement is retroactive to July 1, 1979.

9. Travel Differential - Any full-time employe, except Highway Maintenance employes, who are away from their permanently assigned work location one hour or more in excess of their regularly scheduled shift shall receive a $3.00 per day differential. Any full-time employe, except Highway Maintenance employes, who are away from their permanently assigned work location for two hours or more beyond the end of their regularly scheduled work shift but do not stay overnight, shall be entitled to an additional dinner reimbursement up to $9.00.

10. Part-time Employes shall qualify for a travel differential as follows: (a) when the employe is away from their permanently assigned work location for 9 hours or more in one day, he/she shall receive a $3.00 differential; (b) when the employe is away from their permanently assigned work location 10 hours or more in one day, he/she shall be entitled to an additional dinner reimbursement up to $9.00.

Signed this 18th day of July, 1979 at Salem, Oregon.

FOR THE EMPLOYER

Victor Atiyeh, Governor
State of Oregon

J. B. Bedingfield, Director
Executive Department

NEGOTIATORS FOR THE EMPLOYER

John W. Demusiak, Director
Labor Relations Division
Executive Department

Jim Bradshaw, Asst. Superintendent
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Oregon State Hospital

David M. Davidson, Manager
Fiscal Management Unit
Adult and Family Services

Warren Gaskill, Deputy Parks Supt.
Parks & Recreation

William F. Hoelscher, Asst. Attorney General
Department of Justice

Allen McKenzie, Asst. Vice Chancellor
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Oregon State System of Higher Education

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